

## DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548

FILE: B-204969

DATE: August 18, 1982

MATTER OF: Diversified Data Corporation

## DIGEST:

1. Protest of technical evaluation of proposal is denied where protester has not shown evaluation to be unreasonable or arbitrary.
2. Proposal of more than estimated number of man-years in RFP is not a departure from RFP requirements, since estimate was merely that and not a requirement.

Diversified Data Corporation (DDC) protests the award of a cost-plus-fixed-fee contract for maintenance of the Acquisition Management System file of the Information Requirements Control Automated System data base to EG&G Incorporated (EG&G) under request for proposals (RFP) MDA903-82-R-002 issued by the Defense Supply Service-Washington (DSS-W). DDC essentially argues that the technical evaluation was defective.

We deny the protest.

The RFP set forth the scope and objectives of the contract generally and then provided descriptions of the six specific tasks to be performed and a list of reports to be delivered under the contract. Questions asked by prospective offerors were answered in writing and made a part of the RFP by amendment No. 0001. One of the questions asked what was the anticipated level of effort per year. The answer was that 1.25 man-years were anticipated.

The RFP also listed the evaluation factors for award. Technical proposals were to be evaluated in accordance with the following factors, listed in descending order of importance, with the first two factors making up almost one-half of the total value of all factors:

"(i) Understanding the Project - Points will be awarded based on the Contractor's demonstrated understanding of the project and requirements that must be satisfied.

"(ii) Technical Approach and Schedule - Points will be awarded based on the Contractor's technical approach to the accomplishment of the tasks cited in Section C-1 and for the deliverables listed in Section F-3.

"(iii) Staff Qualifications - Points will be awarded based on skill level and experience of proposed key personnel. Resumes of the proposed technical staff will be evaluated and scored according to specialized experience, number of years of experience and educational background.

"(iv) Contractor Experience and Capability - Points will be awarded based on the Contractor's previous experience in data management, available resources and client satisfaction.

"(v) Project Management - Points will be awarded based on the qualifications of the project manager management approach, project team organization, internal controls, cost and quality control, and reporting methods.

"(vi) Level of Effort - Points will be awarded based on the contractor's ability to respond to the requirements of the Statement of Work without extensive training or other delays."

In the technical proposal requirements section, the RFP required offerors to provide a table showing the man-hours to be spent on each task by each person assigned to the project.

Concerning cost, the RFP stated that cost would not be assigned a numerical weight and would be subordinate to technical considerations. Further, the RFP stated that the intent of the procurement was to achieve maximum quality of performance with realistic cost.

Two proposals were received. The technical proposals were evaluated by a panel of four evaluators. EG&G's proposal received a composite score of 97.75 out of 100 possible points; DDC's proposal received a score of 58.25. DSS-W found that DDC's technical proposal was technically unacceptable and refused to consider it further. EG&G's costs were \$117,412; DDC's were \$85,625. DSS-W performed a cost analysis of EG&G's cost proposal and found the costs to be reasonable and realistic. Award was made to EG&G.

DDC essentially argues that the technical evaluation was defective both in the scoring of its proposal and in the scoring of EG&G's proposal. DDC also argues that the evaluators departed from the stated evaluation criteria in judging the proposals. Finally, DDC alleges that the evaluators were biased in favor of EG&G and against DDC.

Generally, it is not the function of this Office to reevaluate technical proposals or resolve disputes over the scoring of technical proposals. Decision Sciences Corporation, B-182558, March 24, 1975, 75-1 CPD 175; Techplan Corporation, B-190795, September 16, 1974, 74-2 CPD 169; 52 Comp. Gen. 382 (1972). The determination of the needs of the Government and the method of accommodating such needs is primarily the responsibility of the procuring agency, 46 Comp. Gen. 606 (1967), which, therefore, is responsible for the overall determination of the relative desirability of proposals. In making such determinations, contracting officers enjoy a reasonable range of discretion in determining which offer should be accepted for award and their determinations will not be questioned by our Office unless there is a clear showing of unreasonableness, an arbitrary abuse of discretion, or a violation of the procurement statutes and regulations. METIS Corporation, 54 Comp. Gen. 612 (1975), 75-1 CPD 44.

Also, while technical evaluations must be based on the stated evaluation criteria, the interpretation and application of such criteria is often subjective in

nature. We will not object so long as the application of the criteria is reasonably and logically related to the criteria as stated. See, e.g., Human Resources Research Organization, B-203302, July 8, 1982, 82-2 CPD \_\_\_\_.

The essence of DDC's complaint is that its proposal was severely criticized for the number of man-hours it proposed for task 1, even though it adhered to the 1.25-man-year estimate contained in the RFP. Conversely, EG&G's proposal was scored almost perfectly, even though it proposed man-years in excess of the 1.25 estimate. DDC points to the initial Request for Contract Services form, which had a 3.5-man-year estimate, as evidence that DSS-W used 3.5 man-years, not 1.25, to evaluate proposals.

DSS-W denies using the 3.5-man-year estimate in the evaluation and states that it was an internal document from the planning stages of the procurement. The estimate used as an aid in evaluating proposals, according to DSS-W, was the 1.25-man-year figure. DSS-W points out that the criticism of DDC's proposal was not based on the total man-years proposed which was not a problem, but rather on DDC's proportionate allocation of the man-hours among the tasks. DSS-W points out that DDC was criticized for allocating a relatively small percentage of its total man-hours to task 1, which DSS-W states is the most important task and requires the most intensive effort. Conversely, DDC proposed a relatively large percentage of its total man-hours for other less important tasks. According to DSS-W, this gross misallocation of man-hours indicates DDC's lack of understanding of the tasks.

There is no evidence to support DDC's position that DSS-W used the 3.5-man-year estimate to evaluate proposals. The comments of the evaluators show that DDC's proposal was not downgraded because it proposed a total of 1.25 man-years, nor was EG&G's proposal scored higher because it proposed a higher man-year total or more man-hours for task 1. Rather, each proposal was scored as it was because of the relative allocation of man-hours within each proposal. This was used as an indicator of the offerors' understanding of the contract requirements. We see nothing improper in using man-hour estimates as an indicator of what elements of contract performance a contractor has placed emphasis on and, consequently, as an indicator of its understanding of the requirements of the contract (the most important technical evaluation criterion here). See, e.g., Moore-Johnson/Shotwell-Anderson, B-200093, February 11, 1981, 81-1 CPD 92.

Also, a review of the statements of the evaluators indicates that the written material in DDC's proposal corroborated the inference drawn from its relative allocation of man-hours--that DDC did not fully understand the contract requirements. A number of evaluators stated that DDC's proposal consisted largely of paraphrases of various Department of Defense documents concerning the subject matter and demonstrated little understanding of the requirements. DDC was also downgraded for its extensive travel schedule when little travel is necessary for contract performance.

DDC also cites several statements made, all but one by one evaluator, as evidence that evaluation factors not listed in the RFP were used by the evaluators in judging proposals and that the evaluators were biased.

In examining these statements, we found that several were reasonably related to stated evaluation criteria. For example, DDC complains that the evaluators criticized DDC's staff because its degrees were not related to the work involved. DDC argues that the RFP contained no specific degree requirement. However, we note that "educational background" is specifically mentioned in the "Staff Qualifications" evaluation criterion. Other statements were merely part of several reasons given for a conclusion. Some statements were not important or relevant to the evaluation. On the whole, this evaluator's comments were consonant with the point scores and the overall technical evaluation. Also, we find no evidence of bias from the positive statements made about EG&G's proposal and the negative statements made about DDC's. These comments were also consistent with the point scoring and the overall evaluation. A protester has the burden of proving bias on the part of proposal evaluators and prejudicial motives will not be attributed on the basis of inference or supposition. Development Associates, Inc., B-205380, July 12, 1982, 82-2 CPD. In any event, even excluding the scores of this evaluator does not substantially change DDC's ranking.

DDC also contends that the pattern in the scores, similar scores by all evaluators for each offeror and

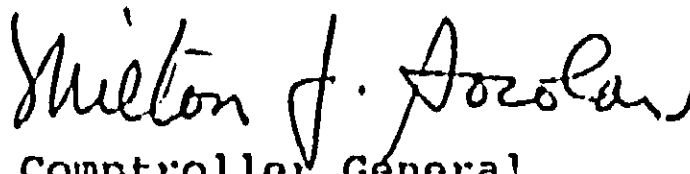
uniformly great disparity between offerors, is evidence of a flawed evaluation. Since the nature of scoring technical proposals is inherently subjective, we cannot conclude from the patterns of point scoring that an evaluation is flawed. See, e.g., Panuzio/Rees Associates, B-197516, November 26, 1980, 80-2 CPD 395; C. L. Systems, Inc., B-197123, June 30, 1980, 80-1 CPD 448.

Based on the above, we cannot conclude that DSS-W's technical evaluation finding DDC's proposal to be technically unacceptable was arbitrary or unreasonable.

DDC also contends that EG&G's proposal of more man-hours than DSS-W estimated is a departure from the stated requirements of the RFP. DDC argues in this situation that Defense Acquisition Regulation § 3-805.4(c) (1976 ed.) requires DSS-W to permit all offerors to revise their proposals in response to the changed requirements.

We disagree. The number of man-years was merely an estimate, not a requirement. EG&G's proposal of more than the estimated amount of man-hours is not a departure from an RFP requirement within the meaning of the cited provision. See, e.g., ABT Associates, Inc., B-196365, May 27, 1980, 80-1 CPD 362.

The protest is denied.

*for*   
Comptroller General  
of the United States